

## **REMARKS**

By this Amendment, Applicants amend claims 4, 5, 8, 14, 15, 18, and 20 and cancel claims 1-3, 6, 7, 11-13, 16, and 17 without prejudice or disclaimer of the subject matter thereof. Claims 4, 5, 8-10, 14, 15, and 18-20 remain currently pending.

In the Office Action, the Examiner rejected claims 1-7 and 11-17 under 35 U.S.C. § 112, second paragraph, as being indefinite; and rejected claims 1-20 under 35 U.S.C. § 102(b) as being anticipated by U.S. Application Publication No. 2002/0007420 to Eydelman et al. ("Eydelman").<sup>1</sup>

### **Regarding the rejection under 35 U.S.C. § 112**

Applicants respectfully traverse the Examiner's rejection of 1-7 and 11-17 under 35 U.S.C. § 112, second paragraph, as being indefinite. The Examiner alleges that "[c]aim 1 recites the limitation 'determines the minimum one of the size information as a maximum transferable size'. It is not clear to the Examiner what is meant by the recited limitation. . . . Claim 11 includes the phrase 'the other (N)', however, claim 11 is an independent claim which mentions not 'N' prior to the use of N'; thus the phrase lacks the proper antecedent bases in the claim." (Office Action at 2)

Applicants respectfully disagree. However, to expedite the prosecution of this application, Applicants have canceled claims 1-3, 6, 7, 11-13, 16, and 17. The Section 112 rejection of claims 1-3, 6, 7, 11-13, 16, and 17 is therefore moot. Further, because claims 4 and 5 are amended to depend from claim 8 and claims 14 and 15 are

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<sup>1</sup> The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

amended to depend from claim 18, the Section 112 rejection of claims 4, 5, 14, and 15 should be withdrawn.

**Regarding the rejection under 35 U.S.C. § 102**

Applicants respectfully traverse the Examiner's rejection of 1-20 under 35 U.S.C. § 102(b) as being anticipated by Eydelman. Because claims 1-3, 6, 7, 11-13, 16, and 17 have been canceled, the Section 102 rejection of these claims is moot.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." See M.P.E.P. § 2131, quoting Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Further, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claim." See M.P.E.P. § 2131, quoting Richardson v. Suzuki Motor Co., 868 F.2d 1126, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

Independent claim 8, as amended, recites a combination including, for example, "a determining unit which detects size information for data transfer of devices in a network, the devices including a transmitting-side device arranged on one side of the network, a transmitting-side network relaying device connected to the transmitting-side device, a receiving-side network relaying device for performing a relaying operation with the transmitting-side network relaying device, and a receiving-side device connected to the receiving-side network relaying device and arranged on another side of the network, and which determines a minimum one of the size information as a maximum transferable size; and a dividing unit which divides a packet received from the transmitting-side device in accordance with the maximum transferable size determined

by the determining unit." Eydelman fails to disclose at least these features of amended claim 8.

Eydelman discloses an adaptive flow control protocol. "When an application or device requests to transfer data with another application or device, the adaptive flow control protocol adapts the way data is transferred by observing when an application that is receiving data posts a receive buffer and detects the receive buffer's size." Eydelman, Abstract. "If the size of the receive buffers 134 is not large enough, the transport provider 120 sends a message 123 to transport provider 126 instructing transport provider 126 to send the remainder of the data in messages." Eydelman, para. [0034] Further, Eydelman discloses that "[t]he transport provider 126 gathers statistics on whether the data sent had to be fragmented and keeps track of the largest data size sent." Eydelman, para. [0041]. Therefore, Eydelman appears to disclose a technique to enlarge a data size when larger data is transmittable. Such enlarging of data size in Eydelman does not constitute "which determines the minimum one of the size information as a maximum transferable size," as recited in amended claim 8.

Further, in Eydelman, "[i]f the size of the receive buffers 134 is large enough to justify the cost of RDMA [remote direct memory access], then local transport provider 120 sends a message 123 to remote transport provider 126. . . . Remote transport provider 126 transfers an amount of data equal to the size of the set of receiving buffers 134 from the set of transmission buffers 138 into the set of receiving buffers 134 using one or more RDMA write operations." Eydelman, para. [0035] Thus, Eydelman only consider two end devices transmitting/receiving with larger data size. Eydelman fails to mention "the devices including a transmitting-side device arranged on one side of the

network, a transmitting-side network relaying device connected to the transmitting-side device, a receiving-side network relaying device for performing a relaying operation with the transmitting-side network relaying device, and a receiving-side device connected to the receiving-side network relaying device and arranged on another side of the network,” as recited in amended claim 8 (emphasis added).

Moreover, in Eydelman, “[i]f the number of fragmentations is above a predetermined level, the transport provider 126 sends a Resize request message to transport provider 120 asking transport provider 120 to increase the size of its receive buffers 124 from an old size to a new size.” Eydelman, para. [0041]. However, such resizing of the receive buffer does not constitute “a dividing unit which divides a packet received from the transmitting-side device in accordance with the maximum transferable size determined by the determining unit,” as recited in amended claim 8.

Therefore, Eydelman fails to teach each and every element of amended claim 8. Eydelman thus cannot anticipate amended claim 8 under 35 U.S. § 102. Accordingly, Applicants respectfully request withdrawal of the Section 102 rejection of claim 8. Because claims 4, 5, 9, and 10 depend from claim 8, Applicants also request withdrawal of the Section 102 rejection of claims 4, 5, 9, and 10.

Further, amended independent claim 18, while of different scope, includes similar recitations to those of amended claim 8. Claim 18 is therefore also allowable for at least the reasons stated above with respect to amended claim 8. Applicants respectfully request withdrawal of the Section 102 rejection of claim 18 and dependent claims 14, 15, 19, and 20.

**Conclusion**

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

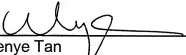
Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: September 11, 2007

By: \_\_\_\_\_

  
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